Co. v. *Central News Co.* (1897), 2 Ch. Div. 48; even when the contract contains no such express condition. *Kiernan* v. *Manhattan Co.*, 50 How. Pr. 194. Publishers of copyrighted books cannot enjoin the sale thereof by purchasers from an agent with notice of the agent's agreement to sell only by subscription unless the agent has acquired no property in the books but merely delivers them for the publisher. *Henry Bill Pub. Co.* v. *Smythe*, 27 Fed. Rep. 914; *Harrison* v. *Maynard*, 61 Fed. Rep. 689. But a right of action lies against such a purchaser participating in agent's fraud. *Harrison* v. *Maynard*, supra.

SALES—ILLEGAL—KNOWLEDGE OF VENDEE'S UNLAWFUL INTENT.—Plaintiff, a wholesale liquor dealer in Massachusetts, sold liquors to a retailer in Maine, knowing that they were to be resold there contrary to law. In an action for the price, *Held*, that mere knowledge of the unlawful intent did not make the sale void. *Graves* v. *Johnson* (1901), 179 Mass. 53, 60 N. E. Rep. 383.

When this case was before the court the first time they held that where such a sale is made "with a view" to the unlawful resale no action will lie for the price; 156 Mass. 211, 30 N. E. Rep. 818, following *Webster* v. *Munger*, 8 Gray 584. This latter rule is peculiar to Massachusetts, but the decision in the principal case seems to make it practically equivalent to the general rule requiring some participation by the seller in the unlawful purpose, thus overruling dicta to the contrary in former cases; *Suit* v. *Woodhall*, 113 Mass. 391. Alabama no longer holds mere knowledge of the illegal use sufficient to avoid the contract; *Bluthenthal* v. *McWhorter*, 131 Ala. 642, 31 S. Rep 559. See MECHEM ON SALES, secs. 1010-1029, where the authorities are collected.

STATUTE OF FRAUDS—PROMISE TO PAY DEBT OF ANOTHER—Under a written contract for the sale of land, possession was to be given in July. Pursuant to a subsequent oral contract possession was given in April of the same year in consideration that the vendee pay the taxes then a lien upon the land conveyed. The deed contained a covenant against all incumbrances. The vendee paid the taxes and then sued upon the covenant for a breach thereof. *Held*, the oral agreement to pay the taxes was not within the statute of frauds and the vendee could not recover. *Gill* v. *Ferrin* (1902), — N. H. —, 52 Atl. Rep. 558.

But a contract for the sale of land cannot be varied by a subsequent oral agreement, as that the buyer agrees to take a less perfect title than that agreed upon in the contract in consideration of an earlier possession than originally agreed. *Rucker* v. *Harrington*, 52 Mo. App. 481. Nor is oral evidence admissible to prove that, a few days before the execution of the deed the parties agreed that, in consideration that the defendant would execute the deed to the plaintiff for a certain sum, the plaintiff would assume a liability to an assessment upon the land for betterment. *Flynn* v. *Bourneuf*, 143 Mass. 277. Parol evidence may be admitted to show the state of facts existing at the time of conveyance, not to contradict a deed but to show what the parties intended to include in the warranty. *Allen* v. *Lee*, 1 Ind. 58, 48 Am. Dec. 352. So existing easements known are usually not included in covenants against incumbrances. *Taylor* v. *Gilman*, 25 Vt. 411. To the contrary see *Schmisseur* v. *Penn*, 47 Ill App. 278.

TAXATION—INTERSTATE COMMERCE—The tax law of New York exempted from taxation earnings derived from business of an interstate character. The relator maintained a cab service at the terminus of its railroads in New York city. This service was done under a separate contract and was not confined to travelers on relator's road. It was conducted at a loss. The comptroller